

## Turf Distributors 16-Year Warranty Agreement

This Warranty Agreement ("Agreement") is made and entered into by and between Turf Distributors ("Company") and the purchaser ("Purchaser") of the artificial turf products ("Products").

### Limited Warranty

Subject to the terms and conditions set forth herein, Turf Distributors warrants to Purchaser that under normal use and service conditions, and for a period of sixteen (16) years from the date of purchase (the "Warranty Period"), the Products will maintain their UV stability and strength.

### Warranty Period

The Warranty Period shall commence on the date the Products are sold and installed within the United States. During this period, Turf Distributors agrees to replace defective Products at no cost to Purchaser, subject to the terms and conditions of this Agreement.

### Commitments

In the event that a Product fails to perform as warranted during the Warranty Period, Turf Distributors shall, at its sole discretion, either:

1. Provide a replacement Product for the defective area, or
2. Agree upon an alternative solution with the Purchaser.

Turf Distributors shall not be liable for the removal, disposal, or installation costs associated with defective or replacement turf.

### Exclusions

This warranty explicitly excludes coverage for the following conditions:

3. Damage resulting from burns, cuts, accidents, vandalism, abuse, negligence, or neglect.
4. Wear or abrasion resulting from an inadequate sub-base.
5. Damage resulting from the use of improper footwear or sports equipment.
6. Usage of Products for purposes other than those for which they were designed.
7. Damage caused by cleaning chemicals, herbicides, pesticides, or improper cleaning methods.
8. Failure to maintain, protect, or repair the Products in accordance with the Company's guidelines.
9. Exposure to environmental conditions where the pH value of air and rain is below 7.0 (acidic) or above 9.0 (alkaline).
10. Acts of God, natural disasters, or other conditions beyond the Company's control.
11. Damage caused by faulty installation or installation issues.

Normal wear and tear shall not be considered a manufacturing defect and is not covered by this warranty. Wear and tear will be assessed based on local climate conditions and usage intensity. Purchaser is advised to review the latest Product information from Turf Distributors to optimize performance.

### Claims Procedure

To make a claim under this warranty, the Purchaser must provide written notice to Turf Distributors within the Warranty Period. The notice must include:

- Proof of the artificial grass's purchase and installation date.
- The name of the installation company.
- A detailed description of the issue.
- Photographic evidence of the defect.

Notices should be sent to Turf Distributors' headquarters. Upon receipt, we will review the documentation and may request additional information or conduct an on-site inspection. We will respond to the claim within 30 days of receiving all required information.

## Terms and Conditions of Warranty

### Proper Care and Maintenance

This warranty is valid only if the artificial grass is maintained according to the procedures outlined in the Turf Distributors Care and Maintenance Guide. Failure to follow these guidelines will void this warranty. The Care and Maintenance Guide is available on our website or by contacting our customer service department.

### Transferability

This warranty is non-transferable to subsequent owners of the property where the artificial grass is installed.

### Ultraviolet Degradation and Excessive Fading

Turf Distributors warrants that the artificial grass will not suffer from UV degradation or excessive fading for a period of sixteen (16) years from the date of shipment to the Purchaser. This warranty proration for UV degradation is as follows:

1. One hundred percent (100%) of the remaining amount of the Manufacturer's Warranty, at expiration, during years nine (9) to eleven (11).
2. Fifty percent (50%) of the remaining amount of the Manufacturer's Warranty, at expiration, during years twelve (12) to fourteen (14).
3. Twenty-five percent (25%) of the remaining amount, at expiration, of the Manufacturer's Warranty during years fifteen (15) to sixteen (16).

### Limitations of Liability

Authorized repairs or replacements do not extend or restart the Warranty Period. The maximum liability of Turf Distributors under this warranty shall not exceed the purchase price originally paid by the Purchaser, adjusted for time use at our sole discretion. The proration adjusted for time is as follows:

1. One hundred percent (100%) during years nine (9) to eleven (11).
2. Fifty percent (50%) during years twelve (12) to fourteen (14).
3. Twenty-five percent (25%) during years fifteen (15) to sixteen (16).

### Disclaimer of Warranties

Except as expressly set forth in this Agreement, Turf Distributors makes no other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. All such warranties are hereby disclaimed to the fullest extent permitted by law.

### Limitation of Liability

In no event shall Turf Distributors be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, or business, arising out of or related to the use or inability to use the Products, even if Turf Distributors has been advised of the possibility of such damages. The total liability of Turf Distributors for any claim arising out of or relating to this Agreement shall not exceed the amount paid by the Purchaser for the Products.

### Legal Rights

This warranty provides specific legal rights, which may vary by state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations may not apply to you.

### Environmental Conditions

This warranty excludes coverage for damage resulting from exposure to environmental conditions where the pH value of air and rain is below 7.0 (acidic) or above 9.0 (alkaline). Purchasers should take appropriate measures to protect the artificial grass from such conditions to ensure its longevity and performance.

### Contact Information

For warranty claims and customer support, please contact us at:

- (800) 393-5869
- [info@turfdistributors.com](mailto:info@turfdistributors.com)
- Office Hours: Monday - Friday 8:00am to 5:00pm PST
- Mailing Address: 42505 Rio Nedo Road, Temecula, CA 92590

## Dispute Resolution

In the event of a dispute related to a warranty claim, the Purchaser and Turf Distributors agree to first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiation, either party may request mediation or arbitration in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties.

## Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located in Riverside County, California, and the parties hereby consent to the personal jurisdiction and venue therein.

## Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect.

## Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to such subject matter.

## Modification

No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by an authorized representative of Turf Distributors.

## Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of future enforcement of that right or provision.

## Indemnification

Purchaser agrees to indemnify, defend, and hold harmless Turf Distributors, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with Purchaser's use of the Products or breach of this Agreement.

## Miscellaneous

No terms or conditions other than those stated in this Agreement shall be binding on Turf Distributors unless explicitly agreed upon in writing by an authorized representative of Turf Distributors. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Products were purchased.

By purchasing the Products, Purchaser acknowledges and agrees to the terms and conditions of this Warranty Agreement.